

# **EXHIBIT Y**

e; Meeting on Friday, November 14, 2008

**Subject:** Re: Meeting on Friday, November 14, 2008  
**From:** Adil Shafi <adil.shafi@shafilnc.com>  
**Date:** Thu, 13 Nov 2008 05:34:55 -0500  
**To:** Rick Weidinger <rick@weidingerfamily.com>  
**CC:** Adil Shafi <ashafi@braintech.com>, jmlilton@braintech.com, Adil Shafi <adil.shafi@shafilnc.com>, Adil Shafi <ashafi@braintech.com>

Rick,

Several clarifications and corrections are in order below.

However I will reference another email that I sent you.

I can come to Virginia on Tuesday the 18th but not on Monday evening the 17th.

Adil

Adil -

It is unfortunate that you missed our Board of Directors meeting this afternoon. I sent you notice of the conference call last Sunday, November 9, 2008 and Ted White sent you the Board materials on Tuesday, November 11, 2008. We approved the third quarter financial results and the Company's 10-Q SEC filing. Both are very important board responsibilities for a public company. Additionally it is regrettable that you also missed the Executive Staff meeting yesterday. As you know, another important responsibility as COO of the Company is to attend these weekly meetings.

I would think that you would have a greater appreciation for revenue generation given the financial results in Shafi, Inc. As you well know the expected revenue from Shafi Inc. per the Debt Schedule (Schedule 3.9 to the Share Purchase Agreement) has been non-existent for August, September, October and mid-November inhibiting the payment of Shafi Inc. debt obligations listed in that schedule.

One would also think that attendance at the Sales Meeting this past Friday, even by phone, would have been a very high priority for you. Consequently, I am at a loss as to how, you, in good conscience, can cancel all calls requested by me this week and predict on Tuesday that you will be sick on Friday thereby excusing yourself from yet another Sales meeting.

I can not overstate to you the importance to Braintech of revenue generation which is one of your prime responsibilities. It appears like you have gone on work stoppage until the referenced expenses are paid, (I have checked with accounting and all your expenses have been paid) which given the salary you are being paid and the company credit card you possess for business expenses, seems a little absurd and is harmful to Braintech.

One last matter, the settlement agreement with JMP includes a provision for Stipulated Court Orders, if you default, allowing JMP to present for entry a Consent Judgment as to Shafi, Inc. for the amount owed. This is non-compliant per the Purchase Agreement. As a result, Braintech may have to disclose the \$60,000 settlement as a contingent liability on the Company's financial statements. You were to assume this obligation to get it off the

